

BARCLAY DAMON LLP

Scott L. Fleischer
Partner

March 14, 2024

VIA ELECTRONIC MAIL ONLY (*nick@freedomfundinggroup.org*)

Freedom Funding Group, Inc.
Attn: Nerses Khachatryan
1451 W. Cypress Creek Road, Suite 300
Ft. Lauderdale, FL 33309

Re: Engagement of Barclay Damon LLP (the “Firm”, “BD” or “we”) by Freedom Funding Group, Inc. (“Client” or “you”).

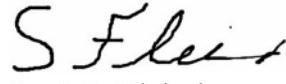
Dear Nick:

Thank you for engaging the Firm to represent you in the following matter (“Matter”): preparation and filing of an application for reinstatement of Civil Action No. 20-18404 (ZNQ) (DEA) in the United States District Court for the District of New Jersey (the “Case”) and any other tasks in the Case as requested and agreed upon between the Firm and Client. The Firm is pleased to undertake this representation.

As a matter of Firm policy, it is necessary that the Firm provide you with this engagement letter to set out the specific terms applicable to the representation. These terms consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services (“Standard Terms”) attached hereto (collectively, the “Engagement Letter”). The terms and conditions of this letter will apply to our representation of you and by accepting our representation, you are considered to have acknowledged and accepted all of these terms and conditions.

Thank you for allowing BD to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, please so indicate by signing and returning it to me.

Very truly yours,


Scott L. Fleischer

SLF
Enclosures

AGREED TO AND ACCEPTED:

FREEDOM FUNDING GROUP, INC.

By: Nerses Khachatryan

A handwritten signature in black ink, appearing to read "Nerses Khachatryan". It is written over a horizontal line.

Dated: March 14, 2024

Standard Terms of Engagement for Legal Services
(“Standard Terms”)

Introduction

This Standard Terms of Engagement for Legal Services contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the “Letter”) to which this Standard Terms of Engagement is attached (collectively, the “Engagement Letter”). Therefore, we ask that you review this document carefully and contact us promptly if you have any questions.

1. Parties. This Standard Terms states the terms under which Barclay Damon LLP (we or “BD”) shall provide and the client identified in the Letter (“Client”) shall pay for legal services. If Client is a corporation, partnership, or limited liability company, BD represents only that entity and does not represent its parent company, subsidiaries, affiliates, shareholders, officers, directors, partners, members, managers, or employees. If Client is an individual, BD represents only that individual and not that individual’s spouse or other family members, any entities in which the individual owns an interest nor any other owners of such entities.

2. Scope of Services (“Matter”). BD shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and BD agrees, in writing, to provide them.

3. Primary Attorney. Scott L. Fleischer will be the attorney at BD who has primary responsibility for work on the Matter (the “Primary Attorney”). The Primary Attorney may be reached at the following contact information: telephone (212) 784-5810, facsimile (212) 784-5799, e-mail sfleischer@barclaydamon.com. The legal secretary for the Primary Attorney is Deborah Miller who may be reached at the following contact information: telephone (315) 413-7133, facsimile (315) 703-7309, e-mail dmiller@barclaydamon.com. The Primary Attorney may use other BD attorneys and non-attorney staff (such as paralegals) to do work on the Matter. Client has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff working on the Matter. BD also reserves the right to make changes to such personnel at any time.

The other attorneys who we anticipate may be working on this matter are: Benjamin R. Zakarin and Xun Chen.

4. Client Confidentiality. BD will protect client confidences and secrets as required by law. Please use special care when communicating with BD via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.

5. Preservation of Evidence. For litigated matters, you are required by law to preserve any evidence that may be relevant to the claim. This includes business records, correspondence, e-mail or other messages, photographs or video, or other physical evidence. You

must take steps immediately to identify and locate any material and make sure that it is not discarded or deleted. You should err on the side of including material. If this claim involves a business and it has a practice of discarding material after a certain period of time, you must stop that process as it relates to any material relating to this claim. Further, any individual in the organization who may have any such material should be advised of this requirement of preservation. When we meet, we will discuss how to deal with this issue going forward.

6. Conflicts of Interest.

(a) Client's "Affiliates". In this engagement, BD represents only the person or entity that is identified as the "Client" in the Letter. "Client" does not include any "affiliates" of Client (*i.e.*, if Client is a corporation, limited liability company, or partnership, "affiliate" means any parent, subsidiary, employee, officer, director, shareholder, member or partner of the corporation, limited liability company, or partnership; or, if Client is a trade association, "affiliate" includes any member of the trade association). Accordingly, for conflict of interest purposes, Client agrees that BD may represent another client with interests adverse to any such affiliate, without obtaining Client's consent. Client further agrees that Client will not seek to disqualify BD from representing another client in a matter where such client is adverse to Client's affiliate. Upon BD's request, Client will use best efforts to arrange it so that none of Client's affiliates will seek to disqualify BD from representing another client in any such matter.

(b) Other Clients Adverse to "Client". BD is a large law firm which represents many clients in a variety of matters. It is possible that in the future, BD may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given BD any confidential information that is materially relevant to such a future matter, then Client agrees prospectively (1) to waive any conflict of interest in connection with BD representing another client in such a future matter even though it may be against Client or an interest of Client; and (2) not to seek to disqualify BD from representing another client in any such future matter.

7. Fees. The fees BD will charge for its services will be based on the amount of time spent by its attorneys and paralegals on the Matter. Time is charged in units of tenths of an hour. The fee will be the time spent by attorneys and paralegals multiplied by their hourly billing rate in effect when the work is done. The hourly billing rates are subject to change at the beginning of each calendar year. The hourly billing rate of the Primary Attorney for this matter is \$575.

Upon request, BD will provide Client with the hourly billing rate for each person working or expected to work on the Matter.

8. Expenses. In addition to the fees described above, BD will charge Client for expenses it incurs that are related to the Matter. Examples of such expenses are filing fees, expert witness fees, travel expenses, mileage, transcripts, judgments and lien searches, computerized legal research and the like. Expenses may either be incurred/paid by BD and billed to Client, the bill for the expense may be submitted to Client for payment directly to the billing party, or BD may assist Client in setting up a billing relationship between the third party vendor and Client so Client can pay the charges directly.

9. Fee Estimates and No Guarantee of Outcome. We may provide Client with an estimate or a proposed budget for the fees and expenses that are expected to be incurred for this engagement. Although we make every effort to be accurate in providing estimates and budgets, Client agrees that these projections and budgets are estimates only and that circumstances beyond our control may result in fees and expenses being larger than projected. Similarly, although we may be asked to comment on or predict the expected outcome of the matter, we are unable to guarantee any result for this engagement. Client agrees that such projections are just that, predictions.

10. Retainer. At the start of this engagement, Client shall provide BD with \$4,500 to be maintained by BD until the conclusion of the Matter. Client agrees that the retainer may be applied by BD against outstanding invoices.

11. Billing and Payment. BD's normal practice is to send Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due on receipt of the bill. In the event of a fee dispute, Client may have the right to seek arbitration; we will provide Client with the necessary information regarding arbitration in the event of a fee dispute, or upon Client's request.

12. Records Retention. We will endeavor to return original documents and records to you at the termination of the engagement. Records are kept for at least seven years. Please inquire of your attorney as to the specific time period that records of your engagement will be retained. Following the expiration of the retention period, records are destroyed by confidential means.

13. Attorney-Client Relationship. We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.

14. Termination.

(a) By Client. Client may terminate this engagement at any time for any reason by notifying BD in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) By BD. BD may terminate this engagement at any time for any reason, including Client's failure to pay BD's fees and expenses, provided, however, that BD's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. BD's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between BD and Client thereafter shall continue only if Client has engaged BD on other matters or once again engages BD on this Matter.

15. Entire Agreement. This Engagement Letter constitutes the entire agreement between BD and Client as to the Matter and may be changed only by a written document, signed by both parties.

16. Governing Law. Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Onondaga to resolve any such disputes.

17. Additional Services. BD is a full-service law firm with a wide array of expertise as described in the enclosed list of our Practice Groups. Please feel free to contact Scott L. Fleischer about additional services offered by BD.

PRACTICE AREAS AND INDUSTRY TEAMS

PRACTICE AREAS

Corporate & Transactional

- Corporate
- Data Security & Technology
- Employee Benefits
- Environmental
- Financial Institutions & Lending
- Health Care
- Higher Education
- International
 - » Immigration
- Labor & Employment
- Professional Liability
- Project Development
- Public Finance
- Real Estate
- Restructuring, Bankruptcy & Creditors' Rights
- Tax
- Trusts & Estates

Financial Services

- Financial Institutions & Lending
- Public Finance
- Real Estate
- Restructuring, Bankruptcy & Creditors' Rights
- Trusts & Estates

Intellectual Property

- Intellectual Property Litigation
- Patents & Prosecution
- Trademarks, Copyrights & Licensing

Litigation

- Commercial Litigation
- Construction & Surety
- Employee Benefits
- Environmental
- Health Care Controversies
- Insurance Coverage & Regulation
- Intellectual Property Litigation
- Labor & Employment
- Mass & Toxic Torts
- Professional Liability
- Property Tax & Condemnation
- Restructuring, Bankruptcy & Creditors' Rights
- Telecommunications
- Torts & Products Liability Defense
- Trusts & Estates
- White Collar & Government Investigations

Real Estate & Land Use

- Land Use & Zoning
- Project Development
- Property Tax & Condemnation
- Real Estate
- Tax

Regulatory

- Energy
- Environmental
- Land Use & Zoning
- Lobbying & Election Law Compliance
- Project Development
- Property Tax & Condemnation
- Regulatory
- Telecommunications

FEATURED INDUSTRIES

Energy

- Energy
- Electric Power
- Energy Markets
- Linear Infrastructure
- Oil & Gas
- Renewable Energy

Health Care

- Health Care
- Health & Human Services Providers
- Health Care Controversies

Higher Education

Insurance & Reinsurance

Manufacturing

Technology

- Technology
- Communications & Networking Technology
- Emerging Technologies
- Medical Devices

NEW & EMERGING INDUSTRY PRACTICE AREAS

Canada-US Cross-Border

Cannabis

Elder Law & Medicaid Planning

Hotels, Hospitality & Food Service

Outdoor & Wildlife

Tax Credits

Transportation

OFFICES

ALBANY
80 State Street
Albany, NY 12207

BOSTON
160 Federal Street, 10th Floor
Boston, MA 02110

BUFFALO
The Avant Building
200 Delaware Avenue, Suite 1200
Buffalo, NY 14202

NEW HAVEN
545 Long Wharf Drive, Ninth Floor
New Haven, CT 06511

NEW YORK
1270 Avenue of the Americas, Suite 501
New York, NY 10020

ROCHESTER
2000 Five Star Bank Plaza
100 Chestnut Street
Rochester, NY 14604

SYRACUSE
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

WASHINGTON DC
1742 N Street NW
Washington, DC 20036

TORONTO
120 Adelaide Street West, Suite 2500
Toronto, ON M5H 1T1

